

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000017454
Citrix Systems
851 W Cypress Creek Rd
FT Lauderdale FL 33309
USA

Contract ID 0000000000000000000010231		Page 1 of 2
Contract Dates 07/14/2006 to 07/13/2009		Origin CPS
Description: CPS CITRIX SOFTWARE & HARDWARE		Contract Maximum \$99,999,999.99.00
Buyer Name McIntyre,John	Buyer Phone	Contract Status Approved

Phone #: 888-289-4680

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Citrix Software and Hardware products per GSA Schedule - GS-35F-0332N	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

(The system will show this paragraph on all Purchase Orders:)

This order is c/o
SymQuest Group, Inc.
30 Community Drive, Suite 5
South Burlington, VT 05403

FOR GSA PRICING ON CITRIX PRODUCTS GO TO THE FOLLOWING WEB SITE;

<http://www.citrix.com/English/ps2/segments/v/subfeature.asp?contentID=21064>

SYMQUEST GROUP, INC OF SOUTH BURLINGTON IS THE AUTHORIZED AGENT FOR CITRIX. FOR QUESTIONS AND SUPPORT CONTACT MARK RICKNER AT 802-658-9870 OR MRICKNER@SYMQUEST.COM

THIS CONTRACT IS WRITTEN UNDER THE PROVISIONS OF VSA TITLE 29, CHAPTER 49, PARAGRAPH 903A. IT IS WRITTEN FOR A PERIOD OF 24 MONTHS WITH AN OPTION TO RENEW FOR TWO ADDITIONAL 12 MONTH PERIODS PROVIDED A GSA CONTRACT IS IN EFFECT. IF THE GSA CONTRACT ON WHICH THIS CONTRACT IS BASED IS CANCELED FOR ANY REASON, THEN THIS CONTRACT WILL ALSO BE CANCELLED. ITEMS NOT INCLUDED UNDER THE GSA PRICE SCHEDULE CAN NOT BE PURCHASED.

ATTACHMENTS:

1. PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 11/-1/2004 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.
2. CITRIX/SYMQUEST DELIVERY DOCUMENT IS ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

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AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

Customer Satisfaction Survey: To help us understand how we can better serve you, we are interested in receiving your comments regarding the quality of service you received in your most recent interaction with the Department of Buildings & General Services (BGS). Please complete the on-line Customer Comment Form at http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

*****CHANGE ORDER #1*****

07/07/2008- CHANGE ORDER #1 IS ISSUED TO EXTEND THIS CONTRACT FOR A PERIOD OF 1 YEAR. THE NEW EXPIRATION DATE IS 07-13-2009. THE TERMS AND CONDITIONS OF THIS CONTRACT WILL REMAIN UNCHANGED. THE PRICING TERMS WILL REMAIN THE SAME SUBJECT TO THE GSA SCHEDULE # GS-35F-032N.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____